

The intervener, moreover, is an execution creditor. No terms or undertaking could be imposed or taken from Alexis Fournier des Corats as my client's judgment against him is far in excess of the value of the res.

Smith: I have not received instruction from my client to ask for a stay. Alexis Fournier des Corats is in Cambodia. I received a telegram this morning saying that he was coming to Singapore.

After hearing the arguments of counsel on the question of stay the learned Chief Justice refused the application and made the following remarks:

"I refuse a stay because no special reasons have been shown. The only reason advanced by Mr. Smith is that he hopes to get written instructions, in addition to cable instructions, from his client. He has not at present any instruction to ask for stay.

"I say that a stay is not granted as a matter of course. Special reasons should be shown. In the present case Alexis Fournier des Corats is out of jurisdiction; he came into the proceedings at the very last moment, and there is no affidavit to support the statements made on his behalf by his counsel at the hearing. The only fact which it has been possible to check, namely, whether he was a registered owner at the date of his appearance in these proceedings is shown to be false by reference to records of this Court. His counsel now admits this. He has further stated, by his counsel, that he is not making a claim on behalf of himself against the fund in Court. Why then should an order be made at the request of his counsel for an order staying payment out of this fund to a person who is already an execution creditor? Clearly there are no grounds for making such an order. Such special features as there are in this case are all against making an order for a stay, not for granting one."

Application dismissed.

Solicitors: Allen & Gledhill; Murphy Dunbar & Chung; Donaldson & Burkinshaw.

PALMER v. YOUNG & ANOR.

[Divorce Jurisdiction (Chua J.) November 26, 1957]

[Singapore — Divorce No. 21 of 1956]

Divorce — Petition for — Delay — Unreasonable — Dismissal.

In this case the parties were married in 1921 and in May 1945 the respondent committed adultery with the co-respondent. The respondent left the matrimonial home in September 1945 and from that day he has been living with the co-respondent. The respondent however continued to maintain the petitioner. On April 5, 1956 the petitioner filed a petition for divorce on the ground of adultery and desertion. She said that she did not take proceedings earlier because she had no means to do so and also because the respondent was maintaining her.

Held: there had been unreasonable delay in presenting the petition and there was no reason for exercising the Court's discretion in the petitioner's favour.

Cases referred to:—

(1) *Rickard v Rickard* (1921) 37 T.L.R. 26.

(2) *Llewellyn v. Llewellyn* (1955) 2 All E.R. 110.

DIVORCE.

Ong Swee Keng for the petitioner.

A. P. Rajah for the respondent.

Co-respondent unrepresented.

Chua J.: — The petitioner, Mavis Eva Maud Palmer, petitioned for divorce on the grounds (a) that the respondent, her husband, deserted her and (b) that the respondent had committed adultery.

The parties were married on the 29th January 1921. The Petitioner alleges that in May 1945 the respondent committed adultery with one Tan Buck Eng, the co-respondent in these proceedings, and that the respondent left the matrimonial home in September 1945 after they had a violent quarrel over the respondent's visits to Tan Buck Eng. The respondent from September 1945 went to live with Tan Buck Eng and is still living with her. Adultery is admitted by the respondent.

The respondent, however, continued to maintain the Petitioner from September 1945. He gave her \$125 per month and paid for the City Council bills. In 1954 the respondent retired from the City Council and he bought a house for \$6,000. The Petitioner and her children moved into this new house and the respondent continued to maintain her but the maintenance was reduced to \$70 per month. In 1955 the respondent failed to maintain her and she took out a Summons against him and by agreement the respondent paid her \$60 per month. The respondent is still maintaining her.

On the 5th April 1956 the Petitioner filed the present petition. She says that she did not take proceedings earlier because she had no means to do so and also because the respondent was maintaining her.

In this case there has been a delay of 10½ years. The Petitioner knew through all these years that the respondent was living with the co-respondent and she has been content to see her husband living in adultery. I do not believe that she did not take proceedings earlier because she had no means. The truth of the matter is that she did not care what the respondent did as long as he was maintaining

her. She only took the present proceedings when the respondent reduced the amount of the maintenance. She now hopes that the Court would order the respondent to pay her a gross sum by way of maintenance and in fact she has in her petition asked for \$10,000. She says that the respondent received \$30,000 Provident Fund and \$10,000 arrears of salary for the occupation period. She is under the belief, quite erroneously, that the respondent is well off. I think the primary purpose of the present proceedings is not to ask for relief from the marriage but to get a gross sum for her maintenance. The Court is not to be used as a place to which people can come for redress just when it suits them. If authority is needed for this principle it can be found in the following cases—*Rickard v. Rickard & Bond*⁽¹⁾ and *Llewellyn v. Llewellyn*⁽²⁾.

I am clearly of the opinion that there has been unreasonable delay in presenting the petition and I see no reason for exercising my discretion in the petitioner's favour. The petition is therefore dismissed.

The respondent in his answer alleges that the petitioner has since the marriage treated him with cruelty and he prays that the marriage be dissolved. The respondent, however, has failed to prove cruelty and I make no order.

Petition dismissed.

Solicitors: *Ong Swee Keng & Co.; Tan, Rajah & Cheah.*

MURUGESAN v. KRISHNASAMY & ANOR.

[O. C. J. (Thomson C.J.) March 1, 1957]

[Ipoh—Civil Suit No. 46 of 1956]

Contract—Several distinct promises made for one lawful consideration—One of promises unenforceable on ground of illegality—Whether other promises can be enforced—Contracts (Malay States) Ordinance, 1950, ss. 24, 25, 57 and 66.

In this case the defendants were in occupation of land under Temporary Occupation Licence. They subsequently applied for E.M.R. titles in respect of the land. The defendants then entered into an agreement with the plaintiff which *inter alia* recited that the defendants had applied for state land and provided that for the considerations stated the defendants agreed to execute valid transfers of the lands to the plaintiff as soon as titles were issued by the Collector of Land Revenue. The agreement further provided that in the meanwhile the plaintiff was to enter on the lands and enjoy the proceeds thereof. Subsequently the applications of the defendants for E.M.R. titles were refused. The plaintiff thereupon claimed the return of the money paid by him as the contract had become impossible of performance. The defendants pleaded that as the agreements were attempts to sell and purchase rights under Temporary

A Occupation Licences and were therefore unlawful the contract was void for illegality and the loss must fall where it lies.

Held: (1) the promises to the effect that pending the execution of transfers the purchaser was to enter into the lands and occupy it was an attempt to transfer to him at least a part of the vendors' rights under the Temporary Occupation Licences and was therefore void;

B (2) the illegal promise in the agreements can be severed from the other provisions of the agreements and the agreements are good and binding contracts for the sale and purchase of the lands;

(3) in the events which have occurred the contracts have become void by reason of supervening impossibility and the plaintiff was entitled to recover his purchase money.

C Cases referred to:—

(1) *Hee Cheng v. Krishnan* (1955) M.L.J. 103.

(2) *Pickering & Anor. v. Ilfracombe Rly. Co.* L.R. 3 C.P. 235, 250.

D (3) *Bank of Australasia v. Thomas Chaplin Breillat* 6 Moore P.C. 152, 201.

(4) *Putsman v. Taylor* (1927) 1 K.B. 637, 639, 640.

(5) *Bennett v. Bennett* (1952) 1 All E.R. 413, 421.

E CIVIL SUIT.

H. T. Ong for the plaintiff.

J. R. Devadas for the defendants.

F Thomson C.J.:—In so far as they seem to be material the facts of this case are not in serious dispute.

For some time the first defendant was in occupation of two acres of land near Huntly Estate under Temporary Occupation Licence and the second defendant who is his wife was in occupation of another two acres of land nearby under a similar licence. It is not quite clear when the defendants first came into occupation of these pieces of land but their present licences are dated 23rd August, 1949.

G In November, 1949, each of the defendants applied under Rule 2 of the Land Rules for E.M.R. titles in respect of the pieces of land they were occupying and on 25th October, 1951, in connection with these applications each defendant was asked to deposit a sum of \$205.50 for survey fees and so forth. These deposits were paid a few days later on 1st November.

I Ultimately on 25th February, 1955, both defendants were informed that their applications had not been approved and that their deposits would be refunded on application. It is in evidence that the reason for the applications not being approved was that the pieces of land in question fell within the